

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA  
ALEXANDRIA DIVISION**

JASON and NAOMI TULLOS,	§	
	§	
Plaintiffs,	§	
vs.	§	
	§	Civil Action No. 1:22-cv-618-DCJ-JPM
AEGIS SECURITY INSURANCE COMPANY	§	
	§	
Defendant.	§	

**RULE 26(f) REPORT**

Trial Date: N/A

Pretrial Conference Date: May 12, 2022, at 1:30 pm

Type of Trial: ☒ JURY      ☐ BENCH

Estimated length of trial is unknown court days.

**1. Participants:**

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Attorney for Defendant, Aegis Security Insurance Company

**2. Affirmation Regarding Initial Disclosures:**

The parties have not yet completed initial disclosures.

**3. Jurisdictional Basis:**

The parties agree that subject matter jurisdiction exists pursuant to 28 U.S.C. § 1332 (a)(1).

**4. Brief Description of Claims:**

A. **Plaintiffs' Claims:** Plaintiffs own property located at 2224 Marye Street, Alexandria, Louisiana 71301. On or about August 27, 2020 and October 9, 2020, Plaintiffs had in place a contract with Aegis Security Insurance Company to provide a homeowner's insurance policy, policy number 0111165771. On August 27, 2020, Hurricane Laura made landfall on southeast Louisiana with 150 mph winds. The event caused widespread devastation and damage, including damage to Plaintiffs' residence. On October 9, 2020, Hurricane Delta made landfall on southeast Louisiana with 143 mph winds. The event, again, caused widespread devastation and damage, including damage to the residence. Despite more than a sufficient proof of loss, Plaintiffs contend Aegis Security failed to timely and adequately tender payment under the Policy. Aegis' failure to timely provide adequate payment for a clearly covered loss is a violation of the Policy and of Louisiana law, specifically La. R.S. 22:1892 and La. R.S. 22:1973.

B. **Defendant's Claims:** Aegis retained Coast to Coast Claim Services, LLC ("Coast to Coast") to inspect and estimate the damage caused to the insured property after wind damage on 01/08/2021. Insured's counsel states the damages were a result of Hurricane Delta on 10/09/2020. Coast to Coast inspected the insured's property on 01/22/2021 and found no covered damages to the risk, and therefore no estimate for repairs was prepared. The adjuster opined the damages were the result of a combination of the age of the structure and previous repairs performed 14 years prior to the slate roof. On 02/9/2021, a denial letter was sent to the insureds. On 07/07/2021, Coast to Coast reinspected the property but did not commit to the scope of damages, which were long-term damages and not storm-created damages. On 07/27/21, a partial payment of \$736.20 for Coverage A, and a re-inspection estimate were sent to insured's counsel. On 08/25/2021, Aegis sent a letter to Insured's counsel requesting additional correspondence for claim.

**5. Brief Statement of Responses:**

Aegis Security filed its answer in this Court on April 7, 2022.

**6. Anticipated Amendments to Pleadings and Motions:**

None at this time.

**7. Anticipated Expert Witnesses:**

Plaintiffs may call any of the following:

- A representative of Damage Reports, LLC;
- Any and all engineers retained to inspect the property;
- Any and all contractors who have performed work on the property or who may be retained to perform work in the future.

Defendants may call any of the following:

- David Sayers; 4507 North Front Street, Suite 200, Harrisburg, PA 17110, (717) 409-3095; [dsayers@aegisfirst.com](mailto:dsayers@aegisfirst.com); Aegis Security Insurance Company; Core Claims Supervisor; employed by Aegis;
- Lennie Castellaneta; 4507 North Front Street, Suite 200, Harrisburg, PA 17110, (717) 409-3076; [lcastellaneta@aegisfirst.com](mailto:lcastellaneta@aegisfirst.com); Aegis Security Insurance Company; California Property Claims Supervisor; employed by Aegis;
- CTC Claims Services, Inc.; 109 Joliet Street, New Iberia, LA 70563 [principal place of business], (337) 376-8809 [primary phone number]; a Louisiana Company; [www.ctcclaims.com](http://www.ctcclaims.com).
- Associated Adjusters Network; 141 Quaker Way, Knoxville TN 37920 [principal place of business]; (865) 573-7923[primary phone number]; [www.associatedadjustersnetwork.com](http://www.associatedadjustersnetwork.com).
- Kyle Smaltz; 4507 North Front Street, Suite 200, Harrisburg, PA 17110; (717) 409-3039; Claims Examiner, employed by Aegis Security Insurance Company
- Jeremy Munnerlyn, (225) 413-8247; [jmunnerlynctc@gmail.com](mailto:jmunnerlynctc@gmail.com); self-employed field adjuster
- Steve Ables; (337) 849-9154; [sablespride@gmail.com](mailto:sablespride@gmail.com); CAT adjuster; IA with Associated Adjusters Network.
- Phillip Mann; Aegis Security Insurance Company; Underwriting Supervisor.

**8. Discovery Plan:**

The parties have not yet propounded initial written discovery. The parties desire for the Court to adopt Judge Cain's Case Management Order applicable to Hurricane Laura and Delta claims and, pursuant thereto, refer the case to Special Master Patrick Juneau.

**9. Stipulations:**

None at this time.

**10. Major Issues of Fact and Law in Dispute:**

Breach of contract  
Bad faith claims adjusting  
Negligent claims adjusting  
Intentional affliction of emotional distress  
Negligent infliction of emotional distress  
Amount of damages in controversy  
Date of loss  
Cause of loss  
Scope of damages  
Coverage of claimed loss

**11. Related Case Information:**

None.

**12. Alternative Dispute Resolution (ADR):**

The parties agree that a settlement conference could be productive. The parties desire for the Court to adopt Judge Cain's Case Management Order applicable to Hurricane Laura and Delta claims and, pursuant thereto, refer the case to Special Master Patrick Juneau.

**13. Rule 16 Conference:**

The parties do not anticipate a Rule 16 conference is needed at this time.

**14. Electronic Courtroom:**

This case will not be document intensive. The policy, photographs, and estimates may be shown.

**15. Electronically Generated Exhibits or Aids:**

The parties may use electronically generated exhibits or aids and will timely exchange those exhibits or aids before they are used.

**16. Handicap Provisions:**

Handicap provisions are not required for the parties.

Respectfully submitted,

HOUGHTALING LAW FIRM, LLC

s/Brian J. Houghtaling

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/s/ Rodney J. Lacoste, Jr.

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**ATTORNEYS FOR DEFENDANT, AEGIS  
SECURITY INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on May 5, 2022, a copy of the above and foregoing was served on all counsel of record by the electronic filing system/ ECF.

s/Brian J. Houghtaling

BRIAN J. HOUGHTALING